

APPENDIX A

TERMS AND PROVISIONS REGARDING AFFILIATED SELLERS OF TRAVEL

Travel Sellers which comply with the terms and provisions set forth in this Appendix A may become "**Affiliated Sellers of Travel**" and be included on CLIA's master list of Travel Sellers (the "**Master List of Travel Sellers**"). Affiliated Sellers of Travel are not CLIA members, but shall have the rights and responsibilities set forth in this Appendix A and in rules applicable to Affiliated Sellers of Travel which CLIA may adopt and modify from time-to-time.

1. DEFINITION. For purposes of this Agreement, a "**Travel Seller**" is defined as any person, entity or department of an entity that is engaged in the business of selling travel or travel related services. As used in this Agreement and Appendix A and the attached Statement of Policy and Procedure, the term "Travel Seller" includes any and all Travel Sellers, whether or not included on CLIA's Master List of Travel Sellers, and "Affiliated Seller of Travel" includes only those Travel Sellers that are included on CLIA's Master List of Travel Sellers.

2. TRAVEL SELLER FEES. An application fee of U.S. \$80.00 and an annual fee (the "**Annual Travel Seller Fee**") of U.S. ~~\$299.00~~, \$319.00, the levels of which CLIA may change from time-to-time, shall be collected for each location at the time of application. Affiliated Sellers of Travel notified of listing during the first nine (9) months of any fiscal year shall pay the full annual fee; Affiliated Sellers of Travel notified during the last three (3) months of any fiscal year shall pay the full annual fee which shall be credited for the full ensuing fiscal year. Affiliated Sellers of Travel Fees (non-refundable) shall be collected for each location on or before the commencement of each fiscal year and CLIA shall thereafter promptly give notice to any Affiliated Seller of Travel from whom it has not received an Annual Travel Seller Fee. Such notice shall include a final notice for payment, and failure to remit within the time specified will subject the Affiliated Seller of Travel concerned to automatic termination without further notice. Reinstatement can be effected, as of the date of postmark of the delinquent payment, by mailing to CLIA the amount of such payment, plus a sum equal to one-half (1/2) the Annual Travel Seller Fee; said sum being acknowledged by CLIA and by the involved Affiliated Seller of Travel as constituting liquidated damages (and not a penalty) for such delinquency to be applied because the amount of actual damages would be difficult, if not impossible, to ascertain.

3. CONSIDERATION OF APPLICATION. An applicant for listing shall submit a completed application, in a form prescribed by CLIA, and tender payment of the application fee and the Annual Travel Seller Fee. When an applicant has complied with the conditions set forth herein, its name shall be placed on the Master List of Travel Sellers and it shall be promptly notified of that action. In the event an application is denied, notice shall be given containing the reasons for such denial.

STATEMENT OF POLICY AND PROCEDURE

(To be maintained at CLIA's principal office and at Members' offices; available to applicants and to Affiliated Sellers of Travel on the Master List of Travel Sellers upon request.)

A. TRAVEL SELLER FEES.

An Annual Travel Seller Fee of U.S. \$~~219.00~~319.00, the levels of which CLIA may ~~changed~~change from time-to-time, shall be collected for each location on or before the commencement of each fiscal year. When CLIA is notified of a change in the form of ownership or in control, or the ability to control management of the Affiliated Seller of Travel, a new Annual Travel Seller Fee will be collected from the new owners for each Affiliated Seller of Travel location affected.

B. RIGHTS OF AFFILIATED TRAVEL SELLERS.

1. INVOLUNTARY TERMINATION OF AFFILIATION: NOTICE AND OPPORTUNITY TO BE HEARD. Should CLIA determine that an event has occurred which gives rise to grounds for an involuntary termination of affiliation, the Affiliated Seller of Travel shall be notified of such grounds and shall be granted a reasonable opportunity to dispute the grounds for involuntary termination. Should CLIA thereafter determine that involuntary termination is warranted, the Members and the Affiliated Seller of Travel shall simultaneously be notified that affiliation has been terminated, stating the reasons therefor. Notice shall be given by certified mail, return receipt requested.

2. EFFECT OF INVOLUNTARY TERMINATION OF AFFILIATION. The involuntary termination of an Affiliated Seller of Travel affiliation for any of the causes listed in condition (e) to the Conditions for Travel Seller Affiliation shall be deemed sufficient cause for cancellation and removal of the Affiliated Seller of Travel's name from the Master List of Travel Sellers.

3. OPPORTUNITY FOR REVIEW. The Affiliated Seller of Travel will be given the opportunity for review of the grounds giving rise to involuntary termination of affiliation. The Affiliated Seller of Travel must exercise such right within fifteen (15) days from the date of CLIA's certified mail notice.

4. REVIEW. It is envisioned that in most instances resolution of the alleged violation will be obtained via an exchange of dialogue and pertinent exhibits between the Affiliated Seller of Travel and CLIA and/or the Member(s) concerned. However, should there be disputed issues of fact or law, the Affiliated Seller of Travel may request that the matter be referred to a more formal review board (the "**Review Board**").

5. REVIEW BOARD. The Review Board shall consist of one (1) representative chosen by the Affiliated Seller of Travel, one (1) representative designated by

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CLIA, and a third mutually acceptable party. If mutual acceptance cannot be obtained, the third party shall be designated by the American Arbitration Association.

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F. Any additional funding required and approved will be apportioned amongst the Members on the same basis as an annual supplement fee (the “**Annual Supplemental Fee**”), or as may be otherwise agreed.

G. It is further understood that the Marketing Committee’s overall budget shall be regarded as an expense budget, not a revenue budget. That is, additional revenues which may be derived by way of new Members or by way of investment earnings shall not be used to balance the budget nor should they be considered available for any additional spending.

5. COMPLIANCE WITH LAW. The Members agree to comply with applicable governmental laws related to the operation of CLIA.

6. MEMBER’S FEES. This glossary is to ensure a common understanding by all concerned of the several fees applicable to a Member. When the subject of the Members’ fees is addressed either orally or in writing, use of the proper term only will assure continued understanding by all parties.

A. Admission Fee - A one-time charge applied to a Member as a “buy-in” of its equity in CLIA’s activities. The admission fee must be tendered in advance of acceptance, and will be returned in the event that the applicant is not accepted as a Member. The Admission Fee shall be as determined from time-to-time by the Board of Directors. At present, the Admission Fee is thirty thousand United States dollars (\$30,000.00).

B. Annual Budget/Member Financial Obligations - Each Member has an obligation to pay on a timely basis its fair share of CLIA’s annual Member-~~apportionment~~ budget.

Each Member's total payment is based upon the sum of two (2) components.

- (i) Annual Basic Fee – Each Member shall pay an Annual Basic Fee of ~~fiftysixty~~ thousand United States dollars (\$~~50,000.00~~60,000.00).
- (ii) Annual Supplemental Fee – Each Member~~s~~ is responsible for a proportional share of CLIA~~s~~ total annual operating budget ~~after deduction of the collective~~via a supplemental fee assessment in addition to the Annual Basic ~~Fees~~Fee. Such share is determined via a formula consisting of three (3) elements, i.e., (a) number of lower beds per ship, (b) number of annual operating days per ship, and (c) percentage of annual sales expected to be made in North America per ship. The twenty percent (20%) minimum North American corporate sales requirement for membership eligibility shall be the minimum basis for the annual sales element of the formula for apportionment calculations. This fee is the second of two (2) portions of

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each Member's Current Annual Assessment. The Annual Supplemental Fee for an applicant shall be determined as though such applicant were a Member for the full calendar year. The Annual Supplemental Fee approved as of November 16, 2009 is 0.0721 United States dollars (\$0.0721) per North American bed day.

The three (3) formula factors referred to above are interpreted as follows:

- (a) Total Number of Lower Beds - This figure should represent the total number of lower beds ~~indicated in the current brochure~~ available per ship in the Member Cruise Line or applicant's fleet. This information shall be provided by the Member Cruise Line or applicant and is subject to verification via current brochures or websites of the Member Cruise Line or applicant.

It should not be determined by the number of beds that are expected to be sold during the calendar year. Expressions such as "Queen," "King" or "Oversize" beds are regarded as two (2) lowers and the word "Sofa" is regarded as one (1) lower. Any individual cabin has a maximum of two (2) lower berths for CLIA apportionment purposes. The only exception would be in instances of cabin reconfigurations which have not been reflected in the cruise line's latest brochure.

- (b) Operating Days - This figure should represent the total number of days in a calendar year during which the ship will be earning revenue via passenger occupancy, including occupancy via charter. In most instances, the figure should be three hundred and sixty-five (365) less drydock days and dead-head days or turn-around days which exceed twenty-four (24) hours and during which no passengers are embarked.
- (c) Expected Percent of Sales - This figure should represent the Member's best estimate of where its sales for the calendar year will be made, i.e., the percentage expected from North America (minimum twenty percent (20%) for all Members joining CLIA after July 1, 1991) versus the percent expected from elsewhere. For purposes of this clarification, North America includes Canada, the fifty United States, Mexico, the countries of Central America and the island countries or United States possessions or territories in the Caribbean.

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The annual Member apportionment obligation for an applicant must be tendered in advance of acceptance to membership, and will be returned in the event that the applicant is not accepted as a Member.

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